

LAND/FACILITY LEASE AGREEMENT

This Land Lease Agreement ("Agreement") is entered into as of _____, by and between:

The City of Sweeny, a Texas home rule municipality located in Brazoria County, Texas ("Lessor"), and Benji's Animal Adoption Barn, a Texas Non-Profit Corporation ("Lessee").

1. Premises

Lessor hereby leases to Lessee, and Lessee accepts, the real property and all existing structures located at _____, Sweeny, Texas (the "Premises"), for the sole purpose of operating an animal shelter and for all ancillary activities reasonably necessary to fulfill the Lessee's non-profit mission related to animal welfare.

2. Term

The term of this Lease shall commence on _____ and shall continue for a period of ninety-nine (99) years, unless earlier terminated pursuant to the terms of this Agreement. The long-term nature of this lease reflects the public interest served by the Lessee's operations.

3. Rent

As consideration for the mutual covenants herein, Lessee shall pay Lessor nominal annual rent in the amount of One Dollar (\$1.00), due on the anniversary of the commencement date each year. The parties acknowledge that this nominal rent reflects the Lessee's charitable contribution to the community.

4. Use of Premises

Lessee shall use the Premises exclusively for the operation of an animal shelter and any directly related services, including but not limited to: animal intake, quarantine, medical care, sterilization, behavioral rehabilitation, fostering, adoption, educational programming, and related community engagement efforts.

5. Maintenance and Repairs

Lessee shall be responsible for routine maintenance and non-structural repairs necessary to keep the Premises in a clean and serviceable condition. Lessor shall retain responsibility for all major structural repairs and replacements, including but not limited to roof systems, foundations, load-bearing walls, plumbing infrastructure, and HVAC systems. Lessor shall promptly address any such structural repairs necessary to maintain a safe and habitable facility for the animals and staff.

6. Compliance with Laws:

Lessee shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use and operation of the Premises, including laws pertaining to animal welfare, health, safety, and building occupancy.

7. Insurance

Lessee shall maintain general liability insurance in commercially reasonable amounts, naming Lessor as an additional insured party. Lessee shall provide certificates of insurance upon request by Lessor.

8. Indemnification

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, demands, liabilities, damages, and expenses, including reasonable attorney's fees, arising out of Lessee's use or occupancy of the Premises, except for any claims arising out of the gross negligence or willful misconduct of Lessor or its agents.

9. Utilities and Water Service

Lessor shall be solely responsible for providing, maintaining, and bearing all costs associated with utilities necessary for the full and proper operation of the animal shelter, including but not limited to electricity, natural gas, water, wastewater, and refuse services.

In furtherance of its obligation to support the health and welfare of sheltered animals, Lessor shall ensure the provision and maintenance of a fully operational water well system on the Premises, which shall serve as the primary water source for all shelter-related activities. The Lessor shall:

- (a) Ensure that the well is always maintained in safe and operational condition.
- (b) Conduct comprehensive water quality testing on an annual basis, performed by a certified water testing laboratory, to confirm compliance with all applicable federal and state public health standards for potable water.
- (c) Promptly undertake any necessary repairs, upgrades, or corrective actions if the water system fails to meet applicable safety thresholds or is otherwise rendered non-operational.

Lessor expressly acknowledges the critical importance of a clean, reliable water supply to the humane care of animals and agrees to take all necessary and timely actions to avoid any interruption of water services to the Premises.

Failure by the Lessor to fulfill its obligations under this Section 10 shall constitute a material breach of this Agreement.

10. Dispute Resolution

In the event of any dispute, claim, or controversy arising out of or related to this Agreement, the parties agree to first attempt in good faith to resolve the matter through informal negotiations. If a resolution cannot be reached within thirty (30) days, the parties shall submit the dispute to non-binding mediation administered by a mutually agreed-upon mediator in Brazoria County, Texas.

If mediation is unsuccessful, either party may initiate legal proceedings in a court of competent jurisdiction as provided in Section 12. Each party shall bear its own costs and attorney's fees, except as otherwise provided by law or court order.

11. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue for any legal action arising under this Agreement shall lie in the state or federal courts located in Brazoria County, Texas.

12. Renewal Option

At the expiration of the initial ninety-nine (99) year term, Lessee shall have the exclusive option to renew this Lease for an additional ninety-nine (99) year term under the same terms and conditions, unless otherwise mutually agreed upon in writing by the parties. Lessee shall provide written notice of its intent to renew no less than one (1) year prior to the expiration of the original lease term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LESSOR

The City of Sweeny

By: _____

Name: _____

Title: _____

Date: _____

LESSEE

Benji's Animal Adoption Barn

By: _____

Name: _____

Title: _____

Date: _____